

EXHIBIT 37

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2
3 The Honorable Marsha J. Pechman
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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

9 JOHN R. BUND II, personally, as Executor
10 of the Estate of Richard C. Bund, deceased,
11 S. SCOTT JAMES and NOEL L. JAMES, a
married couple, and on behalf of others
similarly situated,

12 Plaintiffs,

13 vs.

14 SAFEGUARD PROPERTIES, LLC, a
15 Delaware corporation

16 Defendant.

17 NO. 2:16-cv-00920-MJP

18 PLAINTIFFS' RESPONSES TO
19 DEFENDANT'S FIRST SET OF
20 INTERROGATORIES TO PLAINTIFFS S.
21 SCOTT JAMES AND NOEL L. JAMES

22 TO: DEFENDANT SAFEGUARD PROPERTIES, LLC, AND ITS ATTORNEYS OF
RECORD

23 Plaintiffs S. Scott James and Noel L. James ("Plaintiff" or "James") hereby submit the
following Answers to Defendant Safeguard Properties, LLC ("Defendant") First Set of
Interrogatories.

24 **PRELIMINARY STATEMENT**

25 The following responses and/or objections ("the Responses") are based upon the facts
26 and information presently known and available to Plaintiffs S. Scott James and Noel L. James
27 only. Plaintiffs' discovery and investigation are still ongoing and may disclose the existence

PLAINTIFFS RESPONSES TO DEFENDANT'S FIRST SET
OF INTERROGATORIES TO PLAINTIFFS S. SCOTT
JAMES AND NOEL L. JAMES
(2:16-CV-00920-MJP) Page 1

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1 of additional facts, add meaning to known facts, or lead to additions, variations, or changes to
 2 these Responses. The Responses herein are based only upon Plaintiffs' actual knowledge as of
 3 the date of the Responses and are given without prejudice to Plaintiffs' right to produce any
 4 additional information or evidence. Without being obligated to do so, Plaintiffs reserve the
 5 right to change or supplement these Responses as additional facts are discovered or otherwise
 6 ascertained.

7 Plaintiffs make no incidental or implied admissions by these Responses. Accordingly,
 8 unless expressly stated, Defendant shall not construe Plaintiffs' responses or objections to any
 9 request as Plaintiffs' admission that he accepts or admits the existence of any facts assumed by
 10 the request, and Defendant shall not construe Plaintiffs' responses or objections as admissible
 11 evidence of any such assumed facts.

12 **OBJECTIONS TO DEFINITIONS AND INSTRUCTIONS**

13 1. Plaintiffs object to the instruction to provide information in the possession of
 14 their "attorneys, agents, investigators, experts, employees, insurers, and representatives." This
 15 instruction is overly broad and would require Plaintiffs to respond with attorney and expert
 16 work product. Plaintiffs will respond with information known to them personally.

17 2. Plaintiffs object to the definition of "plaintiff," "you," and "your" because it
 18 includes "any of his or her or their agents, counsel, associates, accountants, servants,
 19 assignees, heirs, personal representatives, employees, and all other persons or entities acting
 20 or purporting to act on behalf or in concert with them, or under their control, whether directly
 21 or indirectly." This definition is overly broad and would require Plaintiffs to respond with
 22 attorney and expert work product. Plaintiffs will interpret "you" and "your" to mean Plaintiffs
 23 S. Scott James and Noel L. James, and not their "agents, counsel, associates, accountants,
 24 servants, assignees, heirs, personal representatives, employees, and all other persons or
 25 entities acting or purporting to act on behalf or in concert with them, or under their control."

26 3. Plaintiffs object to the definition of "document(s)" because it includes

1 documents in the possession, custody, or control of “Your representatives, officers,
 2 employees, or agents, or that You know to exist.” This definition is overly broad and would
 3 require Plaintiffs to respond with attorney and expert work product. Plaintiffs will respond
 4 with information in their possession, custody, or control.

5
ANSWERS TO INTERROGATORIES

6
INTERROGATORY NO. 1:

7 Please identify any communication, whether written or oral, in which You, or any of
 8 Your agents discussed any matter with Safeguard or its Contractors, identifying with whom
 9 You communicated, the dates of the communications, the subject matter of the communication,
 10 and the identities of anyone else present to witness the communications.

11
RESPONSE TO INTERROGATORY NO. 1: Objection. This Interrogatory requests
 12 information already known, possessed by, or equally available to Defendant. Plaintiffs object
 13 that this Interrogatory is overly broad and unduly burdensome because it asks Plaintiffs to
 14 identify every single communication received from Safeguard or its Contractors and the identity
 15 of anyone present to witness the communication. Plaintiffs further object to this Interrogatory
 16 to the extent it requires them draw a legal conclusion about the identity of Safeguard’s
 17 representatives, independent contracts, or agents. Plaintiffs finally object that this interrogatory
 18 is needlessly cumulative and duplicative: Plaintiffs have already identified persons likely to
 19 have discoverable information relevant to their claims in Plaintiffs’ Initial Disclosures.

20
 21 Subject to and without waiving the foregoing objections, Plaintiffs respond as follows:
 22 We do not recall having any communications with Safeguard or any person that was, to our
 23 knowledge, acting as Safeguard’s “Contractor.” Because Safeguard changed the locks on our
 24 property, we assumed we no longer had any right to possess or enter our home or possess any
 25 personal property remaining at our home. Because we thought we no longer had a right to our
 26

1 home, we left after discovering the lock change and never again tried to access our home.

2 Plaintiffs understand their rights and obligations to supplement this Response.

5 **INTERROGATORY NO. 2:**

6 Please identify any communication, whether written or oral, in which You discussed
 7 any matter related to the Property or financing for the Property with any lender (See, e.g., James
 8 Decl. ¶ 2), contract counterparty to a deed of trust or mortgage relating to the Property to which
 9 You were a party, including each of the “many discussions” (James Decl. ¶ 2) You had with
 10 your lender in advance of Your decision to move from the Property (James Decl. ¶¶ 2-4); please
 11 state with whom You communicated, the dates of the communications, how the communication
 12 was conducted (i.e., in person, via telephone, via e-mail, via instant message, etc.), the subject
 13 matter of the communication, and the identities of anyone else present to witness the
 14 communications.

15 **RESPONSE TO INTERROGATORY NO. 2:** Objection. This Interrogatory is overly
 16 broad and unduly burdensome because it asks Plaintiffs to identify every single communication
 17 related in any way to the Property with any lender or contract counterparty to a deed of trust or
 18 mortgage relating to the Property and contains no limitation by subject matter or time. Plaintiffs
 19 further object that this Interrogatory seeks information that is not relevant to the claims or
 20 defenses in this action and is not proportional to the needs of this litigation because it seeks
 21 information unrelated to the trespass and/or the unfair and deceptive conduct at issue. Plaintiffs
 22 object that this Interrogatory is needlessly cumulative and duplicative: Plaintiffs have already
 23 identified persons likely to have discoverable information relevant to their claims in Plaintiffs’
 24 Initial Disclosures. This Interrogatory is also vague and nonsensical: it is not clear what
 25 Defendant is requesting when it asks for communications “with any lender, contract
 26 counterparty to any deed of trust or mortgage relating to the Property to which you were a

1 party.” Finally, Plaintiffs object to the extent the above-quoted language requests they provide
 2 a legal conclusion as to what entit(ies) or individual(s) were “counterparties” to any deed of
 3 trust or mortgage relating to the Property.

4 Subject to and without waiving the foregoing objections, Plaintiffs respond as follows:
 5 We spoke with Bank of America a number of times by phone and by mail over the course of
 6 multiple years. Over time, our loan was transferred to multiple entities that appear to be related
 7 to or controlled by Bank of America. Ultimately, I believe the servicing of our loan was
 8 transferred to Bayview. We spoke with Bayview after that transfer. Please see Plaintiffs’ Third
 9 Supplemental Initial Disclosures. Please also see documents bates stamped BUN 000587–619,
 10 627, 639–680, 682–694, 696–698, 699–710, 712–737, 739–759, 794–797, 799–1103, 1106–
 11 1155, 1157–1174, 1176–1195, 1197–1244, 1246–1343, 1345–1516, 1518–1610, 1612–1738,
 12 1885–1912, 1919–1933, 1994–1997, 1999–2002.

13 Plaintiffs understand their rights and obligations to supplement this Response.
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INTERROGATORY NO. 3:

17 Describe Your move from the Property (James Decl. ¶¶ 2–4), including the date on
 18 which You began activities to move out of the Property, the date on which You believe Your
 19 move from the Property was completed, the address of Your subsequent residence, what steps
 20 were conducted in the making the move (*i.e.*, self-moved or with the assistance of hired
 21 vendors), and the names and ages of individuals who moved from the Property with You and
 22 the date on which each of those individuals moved.

23 **RESPONSE TO INTERROGATORY NO. 3:** Objection. This interrogatory seeks
 24 information that is not relevant to the claims or defenses in this matter and are not proportional
 25 to the needs of this case insofar as it seeks information unrelated to the trespass and/or the unfair
 26 and deceptive conduct at issue and invades Plaintiffs’ right to privacy. Plaintiffs further object
 27

1 to this Interrogatory to the extent that Defendant attempts to conflate Plaintiffs' move from the
 2 Property with its contention that the Property was abandoned.
 3

4 Subject to and without waiving the foregoing objections, Plaintiffs respond as
 5 follows: We do not remember the exact dates that we began moving some of our personal
 6 belongings out of the home. We remember that we started moving some of our things from the
 7 Property to another location in or about the middle of May, 2015. We were able to move a large
 8 portion of our belongings from the Property in a week or less. At that time, we changed our
 9 primary residence from the Property to 3947 NE Vista Del Ray in East Wenatchee, Washington
 10 98802. We lived in that property with our dog and three kids, two of which were still school-
 11 aged, and one of which returned for the summer from college. We did not hire a moving service,
 12 and instead moved our belongings ourselves with the help of our children and Noel's parents.
 13 We picked this time to move the majority of our belongings because we had found an affordable
 14 rental home that allowed dogs (which is very difficult given the market in this area) and because
 15 Noel's parents were free to help with the move.

16 After moving the majority of our belongings, we returned to the home multiple times a
 17 week over the next few weeks to (among other things) move additional belongings, such as bed
 18 frames, crafts, tools, kitchen things, camping things, and archery things. We were still storing
 19 belongings in the garage when Safeguard changed our locks. We were never able to move all
 20 of our belongings (and never "completed" our move) because Safeguard came and changed our
 21 locks. After that, we believed we had no right to be on our own property.

22 Plaintiffs understand their right and obligation to supplement this Response.
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 24

INTERROGATORY NO. 4:

25 Please identify and describe all visits by You to the Property after You moved out
 26 (James Decl. ¶¶ 2-4), specifying in detail Your entire visit to the Property, the date of the visit,
 27

1 who visited the Property, the purpose of such visit, the actions taken at the Property, any
 2 photographs taken on such visit, and any property removed at such time, including the following
 3 visits: each visit in which Your son continued to visit the house to care for it and conduct some
 4 repairs (James Decl. ¶ 4); the date You allege the locks on the house were changed, and the date
 5 when You allege You last successfully entered the house on the Property. Please also state
 6 Your son's full name and current address.

7 **RESPONSE TO INTERROGATORY NO. 4:** Objection. Plaintiffs object to this
 8 Interrogatory to the extent it requests information already known, possessed by, or equally
 9 available to Defendant. Plaintiffs object that this Interrogatory seeks information that is not
 10 relevant to the claims or defenses in this matter and are not proportional to the needs of this
 11 case insofar as it seeks information unrelated to the trespass and/or the unfair and deceptive
 12 conduct at issue. Plaintiffs object that this Interrogatory is overly broad and unduly burdensome
 13 because it asks Plaintiffs to identify every visit to the Property in detail, including every action
 14 taken at the Property and each person who visited the Property. Plaintiffs further object to this
 15 Interrogatory to the extent that Defendant attempts to conflate Plaintiffs' move from the
 16 Property with its contention that the Property was abandoned.

17 Subject to and without waiving the foregoing objections, Plaintiffs respond as follows:
 18 Please see Response to Interrogatory Number 3. Plaintiffs do not recall the specific dates and
 19 details of each and every visit they made to their Property. Further, they never "completed"
 20 moving out of the property because Safeguard changed their locks. As discussed in Plaintiffs'
 21 Response to Interrogatory Number 4, Plaintiffs accessed the Property often to store and move
 22 personal belongings such as bed frames, crafts, tools, kitchen things, camping things, and
 23 archery things. Plaintiffs' Son, Colton Wayne Ahyers began working on the Property just after
 24 he returned from school for the summer in early June. He visited the Property often to conduct
 25 these repairs. In fact, we believe it was Colton that first discovered that the saw was gone from
 26 our Property. He told us the saw was missing, and we visited the Property the next day to

1 discover that the locks had been changed.

2 Plaintiffs understand their right and obligation to supplement this Response.

3

4

5 **INTERROGATORY NO. 5:**

6 Please describe the basis for Your assertion that You had not vacated or abandoned the
7 Property, including a description of the identity of all personal property that remained in the
8 house and personal property that was moved from the Property in connection with and after
9 Your move (James Decl. ¶¶ 2–4), and state the names, contact information, date, and a
10 description of any conversations you had with Bank of America, Safeguard, Your neighbors,
11 insurers, and credit reporting agencies in which You advised that the Property would have a
12 change in occupancy status, including that the property would be left temporarily vacant, be
13 left vacant during a specified time period, that You had an intent to return to such property, or
14 that You had returned to such property.

15 **RESPONSE TO INTERROGATORY NO. 5:** Objection. This Interrogatory is
16 overly broad and unduly burdensome because it asks Plaintiffs to identify every single
17 conversation Plaintiffs ever had with Bank of America, Safeguard, Plaintiffs' neighbors,
18 insurers, and credit reporting agencies in which Plaintiffs advised that the Property would have
19 a change in occupancy status, without any limitation in time. Plaintiffs object to this
20 interrogatory because it seeks information that is not relevant to the claims or defenses in this
21 action and is not proportional to the needs of this litigation. Plaintiffs also object to this
22 Interrogatory as vague and ambiguous: "occupancy status" is not a defined term and could mean
23 anything ranging from permanent abandonment to leaving the home unoccupied while
24 Plaintiffs were at work. Plaintiffs likewise object to this Interrogatory on the grounds that it
25 requires them to provide a legal conclusion as to what facts constitute a "change in occupancy

1 status.” Plaintiffs finally object to this Interrogatory to the extent that it attempts to conflate the
 2 terms “vacated” and “abandoned.”
 3

4 Subject to and without waiving the foregoing objections, Plaintiffs respond as follows:
 5 Please see Responses to Interrogatory Numbers 3 and 4. We never intended to permanently
 6 “vacate” or “abandon” our Property. Consistent with Washington law, we were entitled to
 7 exclusively possess our property until the completion of foreclosure. Indeed, even after
 8 transferring our primary residence from a Property to a rental property, we continued to work
 9 on the Property to maintain (and hopefully increase) its value. We were also in near-constant
 10 communication with Bank of America for years in the hopes of saving our home.

11 At or around the time that we decided to move our primary residence into the rental
 12 property, we spoke with our neighbors across the street regarding our predicament. We told
 13 them generally what was going on and asked them to keep an eye on the Property in our absence.
 14 Their names were Dee and Bruce. We cannot remember their last names.

15 Plaintiffs understand their right and obligation to supplement this Response.
 16
 17

INTERROGATORY NO. 6:

18 Please describe the Property, including all entrances and doors to the Property, including
 19 the number of doors on the Property, the type of doors on the Property, what types of locks
 20 were used on the doors, whether the locks were ever changed, by whom the locks or doors were
 21 changed, the number of doors on which locks were changed; where the lockbox(es) on the
 22 property were located, and when You discovered the lockbox(es).

23 **RESPONSE TO INTERROGATORY NO. 6:** Objection. Plaintiffs object to this
 24 Interrogatory to the extent it requests information already known, possessed by, or equally
 25 available to Defendant. Plaintiffs object to this Interrogatory to the extent it requests
 26 information possessed by third parties. Plaintiffs object that this Interrogatory seeks information
 27

1 that is not relevant to the claims or defenses in this matter and are not proportional to the needs
 2 of this case insofar as it seeks information related to every lock change ever made at the
 3 Property, with no limitation by time. Plaintiffs also object that this Interrogatory is overly broad
 4 and unduly burdensome because seeks information related to every lock change ever made at
 5 the Property, without limitation.

6 Subject to and without waiving the foregoing objections, Plaintiffs respond as follows:
 7 The Property had three doors: a front door, a back door, and a door that was used to access the
 8 carport. The front door was an antique door with a glass knob on the inside and a metal knob
 9 on the outside. The other two doors were standard with standard knobs and locks. We believe
 10 each of these doors had dead locks.

11 We do not remember the exact date upon which we discovered that the locks had been
 12 changed. One of us arrived at the home and discovered the lock boxes, then called the other
 13 one. **We no longer remember whether it was Scott or Noel that first discovered the lock change.**
 14 However, **we believe there were lock boxes around all three doors.** We would not have dared
 15 to make any attempt to break in to the property to verify that the locks were changed. As
 16 discussed above, once we saw that Safeguard had changed our locks, we believed we no longer
 17 had any right to access the Property.

18 Plaintiffs understand their right and obligation to supplement this Response.
 19
 20

21 **INTERROGATORY NO. 7:**

22 Set forth with particularity the damages that You claim were incurred by You as a result
 23 of Safeguard's alleged acts and omissions, setting forth the amount of damages and the analysis
 24 used by You to compute the damages, including identification of any personal property that
 25 You claim was lost as a result of Safeguard's alleged conduct, including the year, make, brand,
 26 and model number of the chop saw, a reciprocating saw, and a printer (James Decl. ¶ 7).
 27

1 **RESPONSE TO INTERROGATORY NO. 7:** Objection. This Interrogatory is
 2 unreasonably cumulative and duplicative: it requests information that Plaintiffs have already
 3 provided to Defendant in their Initial Disclosures. Plaintiffs object to this Interrogatory to the
 4 extent it requests information already known, possessed by, or equally available to Defendant.
 5 Plaintiffs also object to the extent this Interrogatory seeks information protected by the attorney
 6 work-product doctrine and/or the attorney-client privilege. Plaintiffs further object that this
 7 request is premature because Defendant and its vendors have not produced all documents
 8 relevant to determining the damages suffered by Plaintiffs and members of the certified class
 9 and because Plaintiff may rely on expert testimony to establish damages. Plaintiff will disclose
 10 information about any expert witness as required under Rule 26 in accordance with the Federal
 11 Rules of Civil Procedure, the Local Rules of the Western District of Washington, the case
 12 schedule, and any other applicable order.

13 Subject to and without waiving the foregoing objection, Plaintiffs respond as follows:
 14 Please see Plaintiffs' Third Supplemental Initial Disclosures, Section C. Because Safeguard
 15 entered our home when we were not present, it is difficult to know the full extent of the damages
 16 we incurred and property we lost. Below we have listed the items we noted as missing:

- 17 • 10" Chop Saw. We purchased this saw from Lowes about four years before it
 18 was stolen. We no longer have the receipt, but believe it cost about \$170 when
 19 we purchased it. We believe it was a Kobalt brand saw.
- 20 • Reciprocating saw. We purchased this saw from Lowes about six years before it
 21 was stolen. We no longer have the receipt, but believe it cost between \$70 and
 22 \$80 when we purchased it. We believe it was a Ryobi brand saw.
- 23 • Four-in-one Printer. We purchased our printer from Costco about four or five
 24 years before it was stolen. It was a large HP Laser Jet 7380 All-in-One Printer
 25 that printed, scanned, faxed, and copied. We no longer have the receipt for this
 26 purchase.

1 Plaintiffs understand their right and obligation to supplement this Response.
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INTERROGATORY NO. 8:

5 Describe the state of the current ownership of the Property, including whether You
6 personally own the property—and if not, who does—how and when the current owner(s) took
7 ownership, and which documents or circumstances support the ownership.
8

RESPONSE TO INTERROGATORY NO. 8: Objection. Plaintiffs object to this
9 interrogatory to the extent it requests information already known, possessed by, or equally
10 available to Defendant. The information requested is presumably available in the public record
11 and thus just as accessible to Defendant as it is to Plaintiffs. Plaintiffs further object to this
12 interrogatory to the extent it requests information possessed by third parties. Plaintiffs finally
13 object that this interrogatory seeks information that is not relevant to the claims or defenses in
14 this matter and are not proportional to the needs of this case insofar as it seeks information
15 unrelated to the trespass and/or the unfair and deceptive conduct at issue.
16

17 Subject to and without waiving the foregoing objections, Plaintiffs respond as follows:
18 We no longer own the property and have no idea as to who currently owns the Property, when
19 they took ownership, or how they took ownership.
20

21 Plaintiffs understand their right and obligation to supplement this Response.
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PLAINTIFFS RESPONSES TO DEFENDANT'S FIRST SET
OF INTERROGATORIES TO PLAINTIFFS S. SCOTT
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1 Pursuant to CR 26(g), I certify that I have reviewed these responses to Defendant's First
2 Set of Interrogatories and that to the best of my knowledge, information, and belief formed after a
3 reasonable inquiry, these responses are complete and correct as of the time they are made.
4

5 DATED this 13th day of August, 2018.
6

7 s/CLAY M. GATENS
8

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VERIFICATION

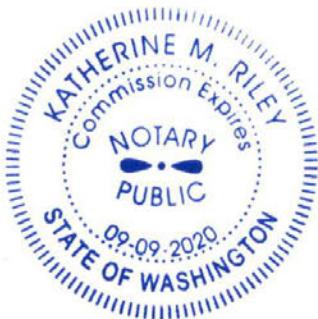
3 STATE OF WASHINGTON)
4) ss
4 COUNTY OF CHELAN)

6 | Noel L. James being first duly sworn on oath, depose and say:

7 I am a plaintiff in the above action, have read the foregoing Answers to Defendant's
8 First Set of Requests for Interrogatories, know the contents thereof, and believe the same to be
true and complete.

Noel L. James

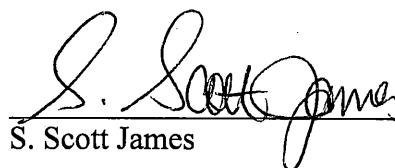
SUBSCRIBED AND SWORN TO before me this 13th day of August, 2018.



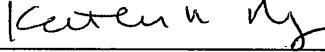
Karen My
Notary Public in and for the State
of Washington, residing at Wenatchee, WA
My commission expires: 9-9-2020

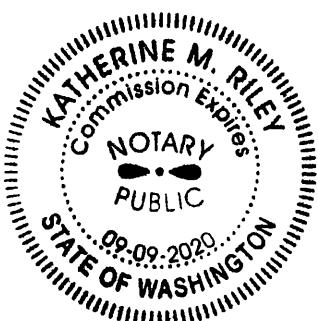
1
2 STATE OF WASHINGTON)
3) ss
4 COUNTY OF CHELAN)
5

6 S. Scott James being first duly sworn on oath, depose and say:
7
8 I am a plaintiff in the above action, have read the foregoing Answers to Defendant's
9 First Set of Requests for Interrogatories, know the contents thereof, and believe the same to be
10 true and complete.
11

12 
13 S. Scott James
14

15 SUBSCRIBED AND SWORN TO before me this 21 day of August, 2018.
16

17 
18 Notary Public in and for the State
19 of Washington, residing at Wenatchee WA
20 My commission expires: 9-9-20
21
22
23
24
25
26
27



VERIFICATION

STATE OF WASHINGTON)
) ss
COUNTY OF CHELAN)

S. Scott James being first duly sworn on oath, depose and say:

I am a plaintiff in the above action, have read the foregoing Answers to Defendant's First Set of Requests for Interrogatories, know the contents thereof, and believe the same to be true and complete.

S. Scott James

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 2018.

Notary Public in and for the State
of Washington, residing at _____
My commission expires: _____

CERTIFICATE OF SERVICE

I hereby certify that on August 13, 2018, I caused to be served the foregoing document on counsel for Defendant via email pursuant to the Stipulation Regarding Electronic Service entered by the parties:

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